

BILL NO. 08-02-2025

ORDINANCE NO. 5972

AN ORDINANCE APPROVING AND ADOPTING STORM DRAINAGE AND UTILITY EASEMENTS FOR THE EVERGY SUBSTATION LOCATED AT 300 WEST PINE STREET IN THE CITY OF WARRENSBURG, MISSOURI.

WHEREAS, Evergy is working on building a new substation at the Southwest corner of West Pine Street and Warren Street; and

WHEREAS, through submitting their site development plan and other civil drawings for staff review, it was determined that they would need a storm drainage and utility easement. Separate easement documents are required, since their minor plat, which has already been recorded, did not capture them at the time; and

WHEREAS, there is an existing sanitary sewer line running south from Pine Street which is splitting the property in half that will be relocated to run along the south property line to the west and then back north to the sanitary main in West Pine Street. There is also storm drainage that discharges onto the property from under the railroad tracks. This storm line will be extended along the same route as the sanitary sewer to discharge into the ditch on the south side of West Pine Street; and

WHEREAS, the storm drainage and utility easement, which will provide for the relocation of these two utilities will facilitate full utilization of the property for the construction of the new substation and provide access by the City for future maintenance of the sanitary and storm utilities; and

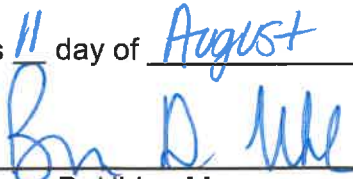
WHEREAS, an additional easement conveyance is required along the Northeast corner of Blind Boone Park, shown as Lots 4-8 in Philip Gross' Addition, for the new overhead transmission lines that Evergy will be installing for the new substation.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WARRENSBURG, MISSOURI, AS FOLLOWS:

Section 1. That the City of Warrensburg, Missouri and Evergy Missouri West, Inc. have reached an understanding and agreement regarding the need for storm drainage and utility easements in connection with the construction of the power substation located at 300 West Pine Street in the City of Warrensburg, and that such has been provided in the "Storm Drainage and Utility Easement" and "Easement Conveyance" as attached to this Ordinance which shall be executed upon passage of this Ordinance and caused to be recorded at the Johnson County Recorder of Deeds Office.

Section 2. That this ordinance shall be in full force and effect from and after its passage.

Read two (2) times and passed by title this 11 day of August, 2025.



Bruce D. Uhler, Mayor

Attest:


Jodi Schneider, City Clerk



S 23 | /SE/4 QQ/Q
T T46N | Johnson County
R 26W | Missouri State

EASEMENT CONVEYANCE

THIS **EASEMENT** made and entered into this 12 day of August, 2025 by and between **City of Warrensburg**, a political subdivision of the State of Missouri, "**GRANTOR**" and **Evergy Missouri West, Inc., a Delaware corporation**, whose mailing address is PO Box 418679, Kansas City, MO. 64141-9679, and its and their affiliates, lessees, licensees, designees, successors and assigns, of Jackson County, Missouri "**GRANTEE**".

After recording mail to: **Evergy**
Zach Roeschlein
Real Estate Dept. F&M 2
PO Box 418679
Kansas City, MO 64141-9679

Legal Description: See Exhibit A

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Grantor, in consideration of the sum of \$10.00 (TEN DOLLARS EVEN) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, its lessees, successors and assigns, the right, privilege and perpetual non-exclusive easement to enter upon the "Grantor Real Property" as described below, to patrol, alter, conduct surveys, construct, erect, inspect, install, maintain, operate, rebuild, reconstruct, relocate, remove, renew, repair and replace electric and communication transmission and distribution lines and their appurtenances under varying conditions of operation, including the poles, towers, anchors, guys, crossarms, insulators, conductors, conduit, ducts, cables, and other fixtures and equipment appurtenant thereto for the transmission and/or distribution of electric energy and communications in, along, under, across, and over the Grantor Real Property, and in and upon all streets, roadways or highways abutting said lands, as described ("Easement Tract") in Exhibit "A" attached hereto and incorporated by reference herein (individually and in any combination referred to as the "Rights"), together with the right of ingress to and egress to and from the Easement Tract on the Grantor Real Property and contiguous land owned by Grantor for the purpose of Grantee exercising the Rights ("Access Rights").

Grantee shall exercise the Rights and Access Rights in a reasonable and appropriate manner as determined in its good faith and when practicable, use existing roads and lanes. The "Grantor Real Property" is that certain real property owned by Grantor and described in Book 3149 at Page 209 in the Johnson County Recorder of Deeds office.

In the exercise of the Rights and Access Rights, Grantee shall have the further right to erect and use gates in all fences that cross or obstruct the Access Rights or that shall hereafter cross or obstruct the Access Rights on the Grantor Real Property or contiguous land owned by Grantor, and also have the right to trim, remove, eradicate, cut and clear away any trees, limbs, brush and vines ("Woody Vegetation") on or adjoining the Easement Tract or on routes exercised as Access Rights now or at any future time whenever in its judgment such Woody Vegetation will interfere with or endanger the exercise of the Rights or the Access Rights. All such Woody Vegetation shall be burned or removed by Grantee unless otherwise mutually agreed to by Grantor and Grantee. In the event Grantee causes damage to Grantor or the Grantor Real Property from the exercise of the Rights or Access Rights, Grantee shall either cause the physical, material damage to be repaired or pay Grantor the reasonable cost of such work.

Grantor, its heirs, successors, assigns and lessees, may cultivate, use and enjoy the Easement Tract, provided such use shall not, in the judgment of Grantee, interfere with or endanger the Rights, and provided further that no improvements, buildings or structures shall be located, constructed or otherwise placed on the Easement Tract.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensee, successors or assigns forever. This easement conveyance shall run with the land and shall be binding upon Grantor and Grantor's heirs, administrators, executors, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easements of record.

SIGNATURES ON FOLLOWING PAGE

IN TESTIMONY WHEREOF, Grantor has hereunto executed this Easement on the date first above written.

City of Warrensburg, a Municipal Corporation

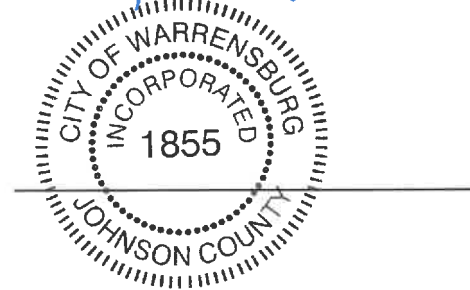
By:

[Signature]
Print Name: Michael D. Schrage
Title: City Manager

ATTEST:

[Signature]
CLERK

SEAL



ACKNOWLEDGEMENT

State of Missouri)
County of Johnson) SS.

On this 12 day of August 2025, before me a Notary Public, appeared Michael D. Schrage to me personally known, (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she is the City manager of City of Warrensburg Mo, and that seal affixed to the forgoing instrument is the corporate seal of said municipality and that said instrument was signed and sealed on behalf of said municipality by authority of its board pursuant to Ordinance No. 5972 duly adopted and passed on August 11 2025 and the said Michael D. Schrage acknowledged said instrument to be the free act and deed of said municipality, executed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My Commission Expires: _____

Notary Public

[Signature]

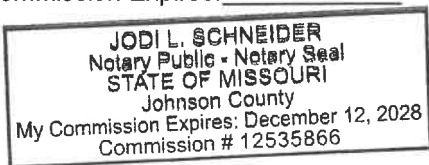


EXHIBIT 'A'

SHEET 1 OF 2

PROJECT: WARREN & PINE
DATE: OCTOBER 2, 2024
COUNTY/STATE: JOHNSON / MISSOURI
SECTION: PART OF SECTION 23, TOWNSHIP 46 NORTH, RANGE 26 WEST

EASEMENT DESCRIPTION

THAT PART OF LOTS 4-8, PHILIP GROSS' ADDITION TO WARRENSBURG, A SUBDIVISION IN THE CITY OF WARRENSBURG, JOHNSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE NORTH 87°-49'-11" WEST ALONG THE NORTH LINE OF SAID LOTS 4-8, A DISTANCE OF 209.54 FEET; THENCE SOUTH 74°-59'-29" EAST, A DISTANCE OF 135.59 FEET; THENCE SOUTH 89°-55'-57" EAST, A DISTANCE OF 77.48 FEET TO THE EAST LINE OF SAID LOT 4; THENCE NORTH 1°-59'-08" EAST ALONG SAID EAST LINE, A DISTANCE OF 27.25 FEET TO THE POINT OF BEGINNING. CONTAINING 4,209 SQUARE FEET OR 0.097 ACRES, MORE OR LESS.

THE ABOVE DESCRIPTION HAS BEEN PREPARED BY ANDERSON SURVEY COMPANY.

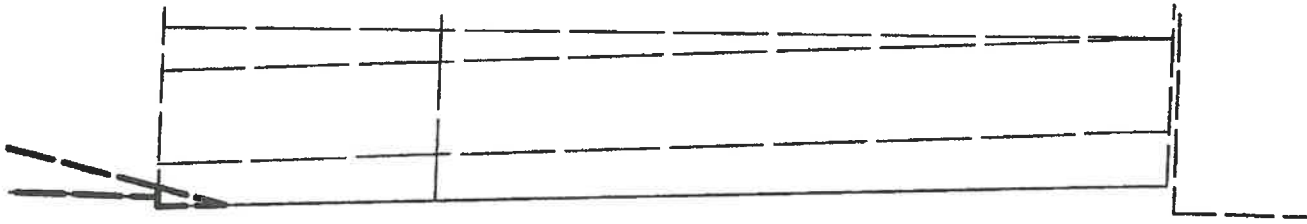


JOHN P. WEBSTER
MISSOURI PLS #2009000066

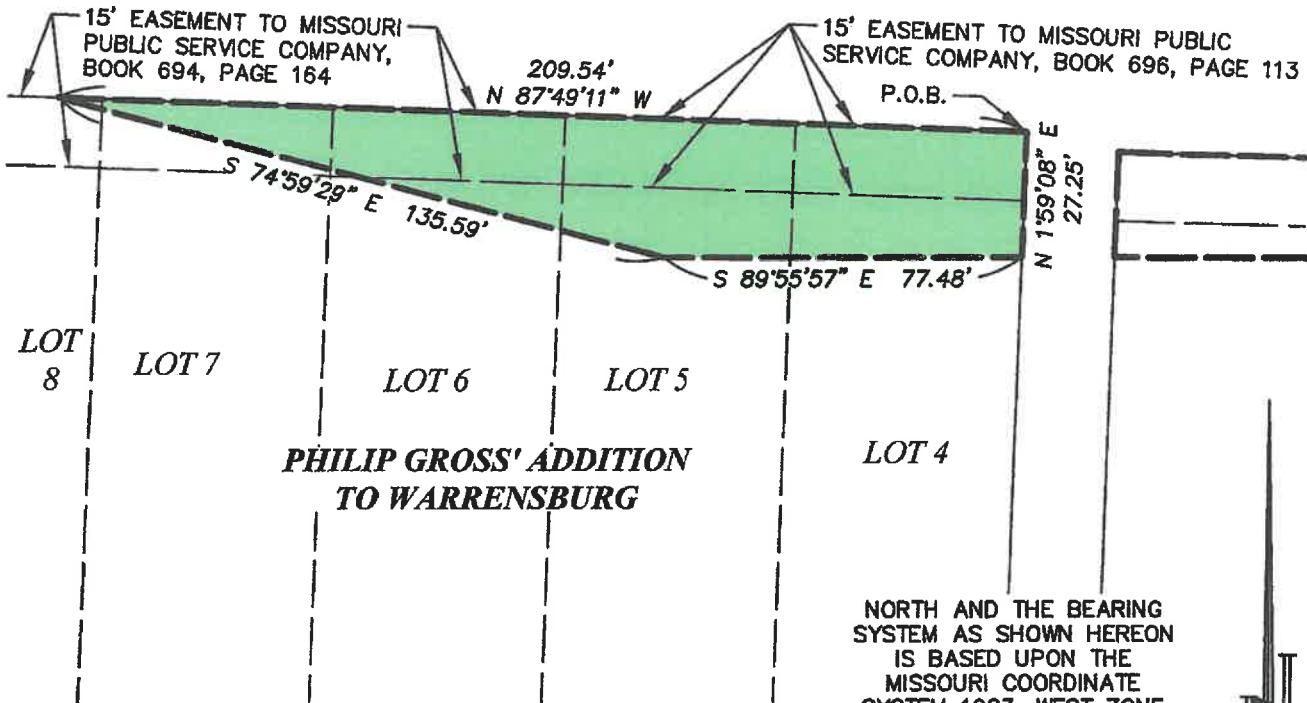
REV. -	DESCRIPTION PART OF LOTS 4-8, PHILIP GROSS' ADDITION	24-10-43415-1	
CAD FILE NO. 43415_Esmt_Warrensburg.dwg	DRAWN BY: JPW	CHECKED BY: -	43415 - EVERGY - WARREN & PINE
4 of 5 ANDERSON SURVEY COMPANY 1270 NE DELTA SCHOOL ROAD LEE'S SUMMIT, MISSOURI 64084 (816) 246-6050		CITY OF WARRENSBURG, MISSOURI PERMANENT EASEMENT JOHNSON COUNTY, MISSOURI	WR NO. 238900181 DATE: 10/2/2024
MISSOURI CERTIFICATE OF AUTHORITY, 000076			

EXHIBIT 'A'

SHEET 2 OF 2



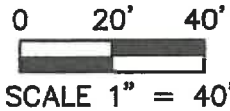
PINE STREET



NORTH AND THE BEARING SYSTEM AS SHOWN HEREON IS BASED UPON THE MISSOURI COORDINATE SYSTEM 1983, WEST ZONE

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ROAD R/W LINE
- PROPERTY LINE
- EXISTING EASEMENT
- EASEMENT ON PRIVATE PROPERTY



JOHN P. WEBSTER
MISSOURI PLS #2009000066

REV.	DESCRIPTION
-	PART OF LOTS 4-8, PHILIP GROSS' ADDITION
CAD FILE NO.	DRAWN BY: CHECKED BY:
43415_Esmt_Warrensburg.dwg	JPW -

24-10-43415-1
43415 - EVERGY - WARREN & PINE

5 of 5

ANDERSON SURVEY COMPANY
1270 NE DELTA SCHOOL ROAD
LEE'S SUMMIT, MISSOURI 64064
(816) 246-5050

MISSOURI CERTIFICATE OF AUTHORITY, 000076

CITY OF WARRENSBURG, MISSOURI PERMANENT EASEMENT JOHNSON COUNTY, MISSOURI	WR NO. 238S00181 DATE: 10/2/2024
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